

AGREEMENT BETWEEN  
MARION ADAMS  
PROTESTANT and  
HAMLIN MARKET AND DELI

MARION ADAMS (the "PROTESTANT") having protested the pending application by Alice Wilkes (hereafter referred to as HAMLIN MARKET at the store located at 3002 12th Street, N.E.) for renewal of its Class B alcoholic beverage license agree this 8th day of June, 1994 as follows:

Whereas, the PROTESTANT is an individual residing in the immediate vicinity of the HAMLIN MARKET who seek to enhance the security and well-being of the neighborhood, its residents, commercial establishments, and merchant and seeks to accomplish these objectives by cooperative efforts;

Whereas, the HAMLIN MARKET is one of several commercial establishments operating within the commercial-zoned district located on 12th Street, N.E.;

Whereas, PROTESTANT understands that HAMLIN MARKET seeks to continue the successful operation of its business in cooperation with the residents and owners of other business in the neighborhood, and shares with the PROTESTANT the objectives stated above;

Whereas, the PROTESTANT having entered into this AGREEMENT to seek a mutually beneficial resolution of certain problems and concerns shared by the PROTESTANT and HAMLIN, both acknowledging that because of the location within a diverse economic and cultural section of the city an effort by the residents and business establishments is necessary to improve the quality of life of the residents and economic opportunity for merchants;

Whereas, given the desire and the understanding that the HAMLIN MARKET wishes to work with the PROTESTANT and become a part of the community to assist in solving some of the problems present in the neighborhood, particularly those attributable to the operation of an alcoholic beverage establishment near a residential neighborhood; and

Whereas the PROTESTANT seeks to encourage the economic regrowth of the neighborhood and wishes to assist in improving the economic opportunity of those merchants willing to work with the PROTESTANT in improving the quality of life and ensuring the safety of the residents of the neighborhood.

Now, therefore, the parties agree to resolve their differences in a reasonable and prudent manner and agree to the following:

1. HAMLIN MARKET will maintain the exterior areas adjacent to the store clean and free of litter and shall regularly inspect the public areas immediately adjacent thereto for the purpose of removing alcoholic beverage related litter, without regard to the fact that the same may not have been purchased at its store and shall cause such area to be free of litter at the opening and closing of its store as is reasonable and practicable for an alcohol beverage business establishment.

2. HAMLIN MARKET will operate its store on Monday through Saturday from 8:00 a.m. to 9:00 p.m., and operate on Sunday from 9:00 a.m. to 9:00 p.m. However, the delicatessen will only sell food Monday through Saturday from 11 a.m. to 4 p.m. Any business need for a change in those operating hours will be discussed with PROTESTANT.

3. HAMLIN MARKET agrees to continue its practice of not selling fortified wines or extra fortified malt liquors.

4. HAMLIN MARKET will continue its practice of refusing to sell products associated with illegal drug activities, such as cigarette papers, pipes, and bongs, among other things, and will continue its practice of refusing to sell alcoholic beverages to persons who frequently congregate for extended periods or engage in boisterous conduct in or immediately near its store.

5. The parties agree to maintain an open dialogue to address mutual concerns and provide remedial actions whenever necessary. If any of the parties believes in good faith that any signatory has failed to comply with any provision of this agreement, that party shall notify the other in writing of the basis for that belief, and provided that the party so notified makes a good faith effort to address such alleged non-compliance within thirty (30) days, the other party will not file any claim of an alleged breach of this agreement with the Alcoholic Control Board.

6. HAMLIN MARKET agrees to continue its compliance with the laws, regulations and rules of the District of Columbia, and specifically those related to the sale of alcoholic beverages.

7. This agreement shall take effect immediately, upon which PROTESTANT withdraws her protest of the renewal of the Class B liquor license, and shall be binding for any renewal period through September 1996.

Date: June 8, 1994

By: Alice Wilkes

Alice Wilkes  
Hamlin Market

FOR THE PROTESTANT

By: Marion Adams

Marion Adams

BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

INITIALS	DATE
me	9.7-94
JD	9.7-94
JD	9.7-94
JD	9.7-94

In the Matter of:

Alice Wilkes  
t/a Hamlin Market  
Application for a Retailer's  
License Class "B" - transfer/  
at premises  
3002 12th Street, N.E.  
Washington, D.C.

Case No. 26200-94064P

Marion Adams, Protestant

Leonard E. Birdsong, Esquire, on behalf of Applicant

Alice Wilkes, Applicant

BEFORE: MARY EVA CANDON, ESQUIRE, Chairperson  
JAMES C. JEFFERSON, Member  
JAMES L. O'DEA, III, ESQUIRE, Member  
BARBARA L. SMITH, ESQUIRE, Member

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on May 18, 1994, in accordance with D.C. Code Section 25-115 (c)(5)(1992 Supp.), providing for remonstrants to be heard. Marion Adams filed a timely protest by letter dated April 28, 1994.

The official records reflect that the parties have now reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board.<sup>1/</sup> Pursuant to the Agreement, the Protestant has agreed to withdraw the opposition provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

<sup>1/</sup> See Agreement, dated June 8, 1994.

Alice Wilkes  
t/a Hamlin Market  
Page two

Accordingly, the Board FINDS this \_\_\_\_\_ day  
of \_\_\_\_\_ 1994 that:

1. The protest of Marion Adams be, and the same hereby, is  
WITHDRAWN;

2. The above-referenced Agreement between the parties be, and the  
same hereby, is INCORPORATED as part of this Order;

3. The application of Alice Wilkes t/a Hamlin Market for retailer's  
license class B - renewal at premises 3002 12th Street, N.E., be, and the  
same hereby, is GRANTED;

4. Copies of the Order shall be sent to the Protestant and the  
Applicant.

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

\_\_\_\_\_  
Mary Eva Candon, Esquire  
Chairman

\_\_\_\_\_  
James C. Jefferson,  
Member

\_\_\_\_\_  
James L. O'Dea, III, Esquire  
Member

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Barbara L. Smith, Esquire  
Member